

ARTICLE 19
LEAVE WITHOUT PAY

19.1 Leave without pay shall be granted for the following reasons:

- A. Family and medical leave (Article 20)
- B. Compensable work-related injury or illness leave
- C. Military leave

19.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Childcare and elder care emergencies
- C. Governmental service leave
- D. Conditions applicable for leave with pay
- E. As otherwise provided for in this Agreement

19.3 Limitations

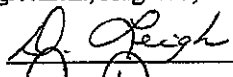
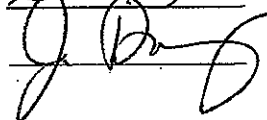
Leave without pay shall be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for compensable work-related injury or illness, or educational, governmental service or military leaves. Except as provided in Article 4.6, if the leave without pay lasts thirty (30) calendar days or less, and the leave overall lasts sixty (60) calendar days or less, nurses will also be entitled to return to their same shift.

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2 **19.4 Returning Nurse Rights**

3 Nurses returning from authorized leave without pay shall be employed in the
4 same position or in another position in the same job classification and the same
5 geographical area, as determined by the Employer, provided that such
6 reemployment is not in conflict with other articles in this Agreement.
7

8 **19.5 Compensable Work-Related Injury or Illness Leave**

9 A nurse who sustains a work-related injury or illness that is compensable under
10 the state workers' compensation law may select time-loss compensation
11 exclusively or leave payments in addition to time-loss compensation. Nurses who
12 take sick leave during a period in which they receive time-loss compensation shall
13 receive full sick leave pay, minus any time-loss benefits. Nurses who take
14 vacation leave or compensatory time during a period in which they receive time-
15 loss compensation shall receive full vacation leave or compensatory time pay in
16 addition to any time-loss payments, unless the nurse is receiving assault benefit
17 compensation equal to full pay. Leave for a work-related injury, covered by
18 workers' compensation or assault benefits, will run concurrently with the FMLA.
19 Notwithstanding Section 19.1, the Employer may separate a nurse in accordance
20 with Article 26, Reasonable Accommodation and Disability Separation.
21

22 **19.6 Military Leave**

23 In addition to the fifteen (15) days of paid leave granted to nurses for active duty
24 or active duty training, unpaid military leave shall be granted in accordance with
25 RCW 38.40.060 and applicable federal law. Nurses on military leave shall be
26 reinstated as provided in RCW 73.16 and applicable federal law.
27

28 **19.7 Educational Leave**

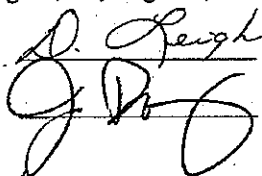
29 Leave without pay may be granted for educational leave for the duration of actual
30 attendance in an educational program.

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19.8 Childcare and Elder Care Emergencies


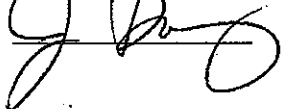
Leave without pay may be granted for childcare and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Compensatory time or paid leave may also be used for childcare and elder care emergencies, subject to the limitations above.

19.9 Governmental Service Leave

Leave without pay may be granted for governmental service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

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ARTICLE 20
FAMILY MEDICAL LEAVE

20.1 Eligibility

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, a nurse who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the nurse's own serious health condition that requires the nurse's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, parent, or domestic partner as defined by WAC 1822-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the nurse.

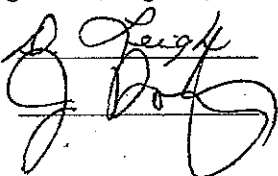
B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child. Pregnancy disability leave will be in addition to the twelve (12) weeks of FMLA leave.

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1 C. The one thousand two hundred fifty (1,250) hour eligibility requirement
2 noted above does not count paid time off such as time used as vacation
3 leave, sick leave, exchange time, personal holidays, compensatory time
4 off, or shared leave.
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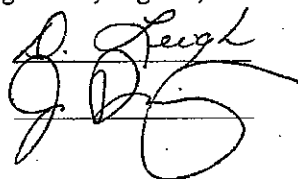
6 **20.2** The twelve (12) week FMLA leave entitlement is available to the nurse, provided
7 that eligibility requirements listed in Section 20.1 are met. The FMLA leave
8 entitlement period will be a rolling twelve (12) month period measured forward
9 from the date a nurse begins FMLA leave. Each time a nurse takes FMLA leave
10 during the twelve (12) month period, the leave will be subtracted from the twelve
11 (12) weeks of available leave.
12

13 **20.3** The Employer will continue the nurse's existing employer-paid health insurance
14 benefits during the period of leave covered by FMLA. The nurse will be required
15 to pay his or her share of health care premiums.
16

17 **20.4** The Employer has the authority to designate absences that meet the criteria of the
18 FMLA. The use of any paid or unpaid leave (excluding compensatory time) for
19 an FMLA-qualifying event will run concurrently with, not in addition to, the use
20 of the FMLA for that event.
21

22 **20.5 Parental leave**

23 A. Parental leave shall be granted to the nurse for the purpose of bonding
24 with his or her natural newborn, adoptive or foster child. Parental leave
25 may extend up to six (6) months, including time covered by the FMLA,
26 during the first year after the child's birth or placement. Leave beyond the
27 period covered by the FMLA may only be denied by the Employer due to
28 operational necessity. Such denial may be grieved in accordance with the
29 grievance procedure in Article 32.
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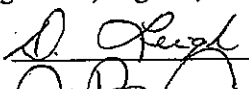
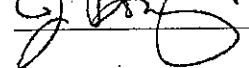
1 B. Parental leave may be a combination of the nurse's accrued vacation leave,
2 sick leave for pregnancy disability or other qualifying events, personal
3 holiday, compensatory time, or leave without pay.
4

5 20.6 Serious health condition leave consistent with the requirements of the FMLA
6 shall be granted to a nurse in order to care for a spouse, son, daughter, or parent
7 who suffers from a serious medical condition that requires on-site care or
8 supervision by the nurse. Personal medical leave consistent with the requirements
9 of the FMLA shall be granted to a nurse for his or her own serious health
10 condition that requires the nurse's absence from work. The Employer may
11 require that such personal medical leave or serious health condition leave be
12 supported by certification from the nurse's or family member's health care
13 provider.
14

15 20.7 Personal medical leave or serious health condition leave covered by the FMLA
16 may be taken intermittently when certified as medically necessary.
17

18 20.8 Upon returning to work after the nurse's own FMLA-qualifying illness, the nurse
19 will be required to provide a fitness for duty certificate from a health care
20 provider.
21

22 20.9 The nurse shall provide the Employer with not less than thirty (30) days' notice
23 before the FMLA leave is to begin. If the need for the leave is unforeseeable
24 thirty (30) days in advance, then the nurse shall provide such notice when
25 feasible.
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ARTICLE 21

INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

21.1 If the Employer decides that a state office or work location is non-operational due to severe inclement weather or natural disaster the following will apply:

A. Non-emergency nurses may be released with no loss of pay during the disruption of services.

B. Non-emergency nurses may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services. Reimbursement for mileage will be in accordance with the Office of Financial Management travel regulations.

C. At the discretion of the Employer, non-emergency nurses may be subject to a temporary reduction of work hours or temporary layoff consistent with Section 27.5 of Article 27, Layoff and Recall, of this Agreement.

21.2 Nurses who work their normal hours during the disruption will not receive additional compensation.

21.3 If a work location remains fully operational but a nurse is unable to report to work or to remain at work because of severe inclement weather or a natural disaster, the nurse's leave will be charged in the following order:

A. Any earned compensatory time.

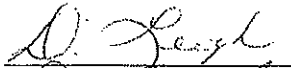
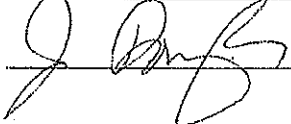
B. Any accrued vacation leave.

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1 C. Sick leave, up to three (3) days in any calendar year.

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3 Nurses may be permitted to use leave without pay rather than the paid time off
4 listed above.

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6 21.4 Nurses who report to work late will be allowed up to one (1) hour of paid time.

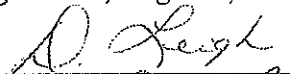
7 Section 21.3 will apply to any additional late time.

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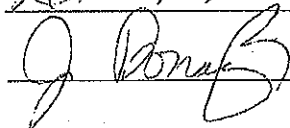
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1 **ARTICLE 22**

2 **UNION MANAGEMENT COMMUNICATION COMMITTEES**

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4 **22.1 Purpose**

5 A Union-Management Communication Committee will be established at the
6 statewide and/or local levels of the Employer's agencies as described in Appendix
7 B, Statewide and Local Union-Management Communication Committees. The
8 purpose of the committee(s) is to provide continuing communication between the
9 parties and to promote constructive union-management relations. The
10 committee(s) will meet, discuss and exchange information of a group nature and
11 general interest to both parties.
12

13 **22.2 Committees**

14 A. Statewide Union-Management Communication Committees

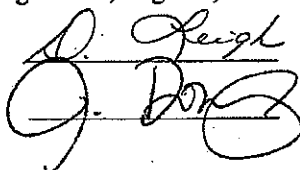
15 Each committee will consist of up to six (6) employer representatives and
16 up to six (6) nurse representatives. Additional paid staff of the Union and
17 the Employer may attend. The Employer and the Union will be
18 responsible for the selection of their own representatives.
19

20 B. Local Union-Management Communication Committees

21 Each committee will consist of up to five (5) employer representatives and
22 up to five (5) nurse representatives. Additional paid staff of the Union and
23 the Employer may attend. The Employer and the Union will be
24 responsible for the selection of their own representatives.
25

26 C. Recruitment and Retention Communication Committee

27 A Union-Management Recruitment and Retention Communication
28 Committee will be established at the statewide level and will consist of
29 representatives from the Department of Health, Department of Social and
30 Health Services and the Union. The committee will consist of up to eight

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(8) employer representatives and up to eight (8) nurse representatives. Additional paid staff of the Union and the Employer may attend. The parties may agree to additional members. Nurses attending these meetings during their work time shall have no loss in pay. Attendance at meetings during nurses' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of nurse representatives. The committee will meet at least twice annually to discuss methods of improving recruitment and retention of qualified nurses.

22.3 Participation

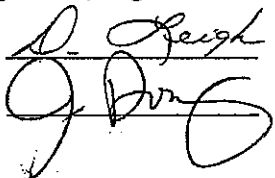
A. The Union shall provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate release of the nurses. The Employer may release nurse representatives to attend committee meetings to ensure full participation.

B. Nurses attending committee meetings during their work time shall have no loss in pay. Nurses will be provided up to one (1) hour to prepare for committee meetings with no loss of salary. Attendance at meetings during nurses' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of nurse representatives.

C. All committee meetings shall be scheduled on mutually acceptable dates and times.

22.4 Scope of Authority

Committee's shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article or

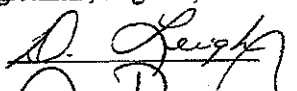
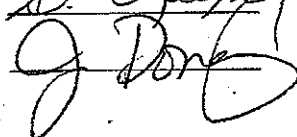
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1 any committee's activities shall be subject to the grievance procedure in Article
2 32.

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ARTICLE 23
MANDATORY SUBJECTS

23.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on nurse's working conditions within the provided notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations.

23.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

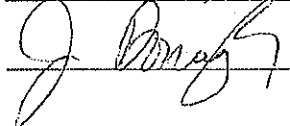
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1 **ARTICLE 24**

2 **DISCIPLINE**

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4 **24.1** The Employer will not discipline any permanent nurse without just cause.

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6 **24.2** Discipline includes oral and written reprimands, reductions in pay, suspensions,
7 demotions, and discharges.

8
9 **24.3** All agency policies regarding investigatory procedures related to alleged staff
10 misconduct are superseded. The Employer has the authority to determine the
11 method of conducting investigations. When a nurse is reassigned related to an
12 investigation, the nurse will be informed of at least the general nature of the
13 allegation. Upon request, a nurse will be notified of the status of the investigation
14 if it has not been completed within thirty (30) calendar days from the date a nurse
15 is reassigned home or to another work location. After each subsequent thirty (30)
16 calendar day period, and upon request, the nurse will be notified of the status of
17 the investigation until such time the investigation is concluded.

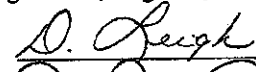
18
19 **24.4 Representation**

20 A. Upon request, the nurse has the right to a union representative at an
21 investigatory interview called by the Employer, if the nurse reasonably
22 believes discipline could result. In the event the Employer calls a nurse to
23 an investigatory interview, potentially leading to discipline, the Employer
24 will advise the nurse of the nature of the meeting. The Employer will then
25 give the nurse an opportunity to call for a union representative, if
26 requested. A nurse may also have a union representative at a pre-
27 disciplinary meeting, if held. If the requested representative is not
28 reasonably available, the nurse will select another representative who is
29 available. Nurses seeking representation are responsible for contacting
30 their representative.

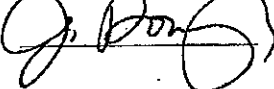
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B. The role of the representative is to provide assistance and counsel to the nurse and cooperate with the investigation. The parties recognize the Employer's right and authority to conduct the investigation.

24.5 Prior to imposing discipline, except oral and written reprimands, the Employer will inform the nurse of the reasons for the contemplated discipline and an explanation of the evidence. The nurse will be provided an opportunity to respond.

24.6 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 32. Oral reprimands, however, may be processed only through the agency head step of the grievance procedure.

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ARTICLE 26
REASONABLE ACCOMMODATION AND DISABILITY
SEPARATION

26.1 The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

26.2 A nurse who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.

26.3 Nurses requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the nurse to obtain a second medical opinion at the Employer's expense. Medical information disclosed to the Employer will be kept confidential.

26.4 The Employer will determine whether a nurse is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the nurse in his or her current position prior to looking at accommodations in alternative vacant positions.

26.5 A nurse with permanent status may be separated from service when the agency determines that the nurse is unable to perform the essential functions of his or her position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on the nurse's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency can require the nurse to obtain a medical examination at



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1 the agency's expense, from a physician or licensed mental health professional o f
2 the agency's choice. Evidence may be requested from the physician or licensed
3 mental health professional regarding the nurse's limitations.
4

5 **26.6** The agency may immediately separate the nurse when the agency has medical
6 documentation of the nurse's disability and has determined that the nurse cannot
7 be reasonably accommodated in any available position, or when the nurse
8 requests separation due to disability.
9

10 **26.7** A nurse, separated due to disability, will be placed in the General Government
11 Transition Pool Program if he or she submits a written request for reemployment
12 in accordance with WAC 357-46-090 through 105 and has met the reemployment
13 requirements of WAC 357-19-475.
14

15 **26.8** Disability separation is not a disciplinary action. A nurse who has been separated
16 due to disability may grieve his or her disability separation in accordance with
17 Article 32, Grievance Procedure, unless the separation was at the nurse's request.
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ARTICLE 25

RESIGNATIONS - WITHDRAWALS

A nurse may resign from state service at any time and will normally provide fourteen (14) calendar days' advance written notice of his or her effective date. Nurses may withdraw their resignation within forty-eight (48) hours of submitting their written notice. The appointing authority or designee may permit a nurse to rescind his or her resignation at anytime. Nurses who resign in lieu of a possible disciplinary action will not be allowed to withdraw their resignation.

Tentative Agreement, August 2, 2006

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1 **ARTICLE 27**

2 **LAYOFF AND RECALL**

3
4 **27.1** The Employer shall determine the basis for, extent, effective date and the length
5 of layoffs in accordance with the provisions of this Article.

6
7 **27.2 Basis for Layoff**

8 Layoffs may occur for any of the following reasons:

9
10 A. Lack of funds

11
12 B. Lack of work

13
14 C. Good faith reorganization

15
16 D. Ineligibility to continue in a position that was reallocated

17
18 E. Termination of a project

19
20 F. Fewer positions available than the number of nurses entitled to such
21 positions either by statute or other provision

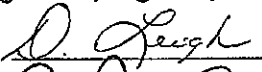
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23 **27.3 Voluntary Layoff, Leave Without Pay or Reduction in Hours**

24 Appointing authorities may allow a nurse to volunteer to be laid off, take leave
25 without pay or reduce his or her hours of work in order to reduce layoffs. If it is
26 necessary to limit the number of nurses in an agency on unpaid leave at the same
27 time, the appointing authority shall determine who will be granted leave without
28 pay and/or reduction in hours based upon staffing needs. Nurses who volunteer to
29 be laid off may request to participate in the General Government Transition Pool

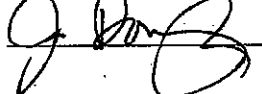
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1 Program and/or have their names placed on the internal layoff list for the job
2 classifications in which they held permanent status.

3 **27.4 Non-Permanent and Probationary Nurses**

4 Nurses with permanent status shall not be separated from state service through a
5 layoff action without first being offered positions they have the skills and abilities
6 to perform within their current job classification within the layoff unit currently
7 held by non-permanent and probationary nurses. Non-permanent nurses shall be
8 separated from employment before probationary nurses.

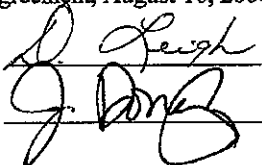
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10 **27.5 Temporary Reduction of Work Hours or Layoff – Employer Option**

11 A. The Employer may temporarily reduce the work hours of a nurse to no
12 less than twenty (20) hours per week due to an unanticipated loss of
13 funding, revenue shortfall, lack of work, shortage of material or
14 equipment, or other unexpected or unusual reasons. Nurses will normally
15 receive notice of five (5) calendar days of a temporary reduction of work
16 hours.

17
18 B. The Employer may temporarily lay off a nurse for up to thirty (30)
19 calendar days due to an unanticipated loss of funding, revenue shortfall,
20 lack of work, shortage of material or equipment, or other unexpected or
21 unusual reasons. Nurses will normally receive notice of five (5) calendar
22 days of a temporary layoff.

23
24 C. A nurse whose work hours are temporarily reduced or who is temporarily
25 laid off shall not be entitled to:

- 26
27 1. Be paid any leave balance,
28
29 2. Bump to any other position, or
30



3. Be placed on the internal layoff list.

27.6 Layoff Units

A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in each agency used for determining available options for nurses who are being laid off.

B. The layoff unit(s) for each agency covered by this Agreement are the following.

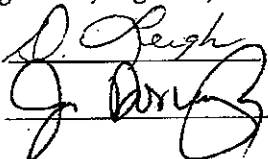
1. Department of Health

The layoff unit shall first be the county in which the position is located, and if no options are available, the unit expands to the agency statewide.

2. Department of Social and Health Services

a. Positions in 24/7 Facilities: The institution in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the institution, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.

b. All Other Positions: The county in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the county, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.



1
2 **27.7 Formal Options**

3 A. Nurses will be laid off in accordance with seniority, as defined in Article
4 33, Seniority, and the specialized skills and abilities of the nurse. Nurses
5 being laid off shall be provided the following options to comparable
6 positions in descending order within the layoff unit:

7
8 1. A funded vacant position for which the nurse has the specialized
9 skills and abilities, within his or her current job classification.

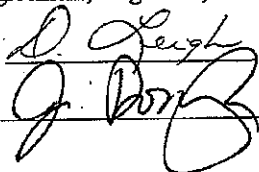
10
11 2. A funded filled position held by the least senior nurse for which
12 the nurse has the specialized skills and abilities, within his or her
13 current job classification.

14
15 3. A funded vacant or filled position held by the least senior nurse for
16 which the nurse has the specialized skills and abilities, at the same
17 or lower salary range as the current permanent position, within a
18 job classification in which the nurse has held permanent status.

19
20 B. Options will be provided in descending order of salary range and one
21 progressively lower level at a time. Vacant positions will be offered prior
22 to filled positions.
23

24 **27.8 Informal Options**

25 Nurses being laid off may be offered funded vacant positions within their layoff
26 unit, provided they meet the specialized skills and abilities required of the
27 position and it is at the same or lower salary range as the position in which the
28 nurse currently holds permanent status. Informal options may also include funded
29 vacant positions outside the nurse's layoff unit within his or her current job
30 classification, provided he or she meets the specialized skills and abilities required.



1 of the position. A nurse may request an informal option to job classifications
2 through the agency's human resources office within five (5) calendar days of
3 receipt of a written notice of a permanent layoff. The award or denial of an
4 informal option is not subject to the grievance procedure.
5

6 **27.9 Notification to the Union**

7 The Employer will notify the Union when a permanent layoff is anticipated. At
8 the request of the Union, the parties will meet to discuss the layoff and possible
9 alternatives.
10

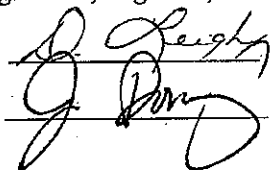
11 **27.10 Notification to Nurses With Permanent Status**

12 A. Except for temporary reduction in work hours and temporary layoffs as
13 provided in Section 27.5, nurses with permanent status shall receive
14 written notice at least fifteen (15) calendar days before the effective layoff
15 date. The notice shall include the basis for the layoff and any options
16 available to the nurse. The Union shall be provided with a copy of the
17 notice.
18

19 B. Except for temporary reduction in work hours and temporary layoffs as
20 provided in Section 27.5, if the Employer chooses to implement a layoff
21 action without providing fifteen (15) calendar days' notice, the nurse shall
22 be paid his or her salary for the days that he or she would have worked had
23 full notice been given.
24

25 C. Nurses shall be provided five (5) calendar days to accept or decline, in
26 writing, any option provided to them. This time period shall run
27 concurrent with the fifteen (15) calendar days' notice provided by the
28 Employer to the nurse.
29

30 D. The day that notification is given constitutes the first day of notice.



1
2 **27.11 Salary**

3 Nurses appointed to a position as a result of a layoff action shall have their salary
4 determined as follows:
5

6
7 A. Transfer or Bump

8 A nurse who accepts a transfer or bumps to another position within their
9 current job classification shall retain his or her current salary.
10

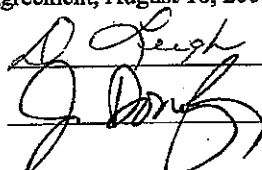
11 B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

12 A nurse who bumps to another position with a lower salary range shall be
13 paid an amount equal to his or her current salary, provided it is within the
14 salary range of the new position. In those cases where the nurse's current
15 salary exceeds the maximum amount of the salary range for the new
16 position, the nurse shall be compensated at the maximum salary of the
17 new salary range.
18

19 C. Appointment from an Internal Layoff List

20 1. Nurses who are appointed from an internal layoff list to a position
21 with the same salary range from which they were laid off shall be
22 paid the amount in which they were compensated when laid off
23 plus any cost of living adjustments that occurred during the time
24 they were laid off.
25

26 2. Nurses who are appointed from an internal layoff list to a position
27 with a lower salary range than the position from which they were
28 laid off shall be paid an amount equal to the salary they were
29 receiving at the time they were laid off, provided it is within the
30 salary range of the new position. In those cases where the nurse's



1 prior salary exceeds the maximum amount of the salary range for
2 the new position, the nurse shall be compensated at the maximum
3 salary of the new salary range.
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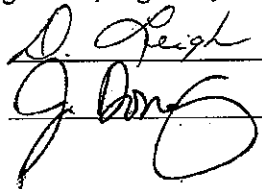
8 **27.12 Transition Review Period**

9 A. The Employer shall require a nurse to complete a six (6) month transition
10 review period when the nurse accepts a layoff option to a job classification
11 in which he or she has:
12

- 13 1. Not held permanent status,
- 14
- 15 2. Been appointed from the General Government Transition Pool
16 Program, or
17
- 18 3. Been appointed from an internal layoff list, except when appointed
19 to a position in which the nurse has held permanent status, within
20 twelve (12) months of layoff to the same institution, facility or
21 office from which laid off.
22

23 B. The Employer shall have the authority to shorten a nurse's review period.
24 Nurses will receive a permanent appointment to the position upon
25 successful completion of the transition review period.
26

27 C. The Employer may separate a nurse or a nurse may voluntarily separate
28 during the transition review period. Upon separation, and at the nurse's
29 request, the nurse's name shall be placed on or returned to the internal
30 layoff list. The nurse shall remain on the list until such time as his or her

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1 eligibility expires or he or she has been rehired. A nurse that is separated
2 during his or her transition review period may request a review of the
3 separation by the Secretary of the Department or designee within fourteen
4 (14) calendar days from the effective date of the separation. Separation
5 during the transition review period shall not be subject to the grievance
6 procedure in Article 32.
7
8

9 **27.13 Recall**

10 A. The Employer shall maintain an internal layoff list for each job
11 classification. Nurses who are laid off may have their name placed on the
12 list for the job classification from which they were laid off or bumped.
13 Additionally, nurses may request to have their name placed on the internal
14 layoff list for other job classifications in which they have held permanent
15 status. A nurse will remain on internal layoff lists for two (2) years from
16 the effective date of his or her layoff. Nurses on the internal layoff list
17 will be responsible for maintaining current address and phone contact
18 information with the Employer.
19

20 B. When a vacancy occurs within an agency and when there are names on an
21 internal layoff list, the Employer will fill the position in accordance with
22 Article 29.1, Hiring and Appointments. A nurse who is offered a position
23 and refuses the offer will have his or her name removed from the list.
24

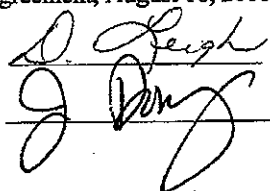
25 **27.14 General Government Transition Pool Program**

26 Nurses who are notified that they are at risk of being laid off or have been laid off
27 may request their names be placed into the General Government Transition Pool
28 Program administered by the Department of Personnel. Nurses who have their
29 names placed in the General Government Transition Pool are responsible for
30 maintaining current address and phone contact information with the Department

1 of Personnel. When a vacancy occurs within an agency, the Employer will
2 consider nurses in the General Government Transition Pool Program along with
3 all other candidates, all of whom must have the skills and abilities to perform the
4 duties of a position being filled.

5
6 **27.15 Project Employment**

- 7 A. Project nurses have layoff rights within their project. Formal options will
8 be determined using the procedure outlined in Section 27.7, above.
9
10 B. Permanent status nurses who left regular classified positions to accept
11 project employment without a break in service have layoff rights within
12 the agency in which they held permanent status to the job classification
13 they held immediately prior to accepting project employment.
14
15 C. Project nurses who are separated from state service due to layoff and have
16 not held permanent status in classified service may request their names be
17 placed into the General Government Transition Pool Program.
18

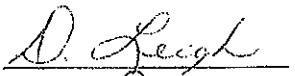
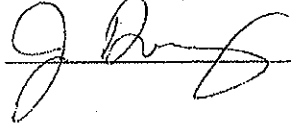
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ARTICLE 28
PRIVACY AND OFF-DUTY CONDUCT

The private and personal life and off-duty activities of a nurse will not be grounds for disciplinary action unless required by law, or the activities are a conflict of interest as set forth in RCW 42.52, or are detrimental to the nurse's work performance or the program of the agency. Nurses shall report arrests and court-imposed sanctions or conditions that affect their ability to perform assigned duties to their appointing authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

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ARTICLE 29

HIRING AND APPOINTMENTS

29.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the specialized skills and abilities necessary to perform the duties of the specific position within a job classification that is to be filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

A. An agency's internal layoff list will consist of nurses who have elected to place their name on the layoff list through Article 27, Layoff and Recall, of this Agreement and are confined to each individual agency.

B. The statewide layoff list will consist of nurses who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.

C. A promotional candidate is defined as a nurse who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

D. A transfer candidate is defined as a nurse in permanent status in the same classification as the vacancy within the agency.

E. A voluntary demotion candidate is defined as a nurse in permanent status moving to a class in a lower salary range maximum within the agency.

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1 F. When filling a vacant position with a permanent appointment, candidates
2 will be certified for further consideration in the following manner:

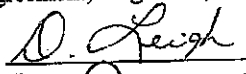
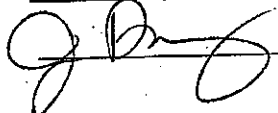
- 3
- 4 1. The most senior candidate on the agency's internal layoff list with
5 the required skills and abilities who has indicated an appropriate
6 geographic availability will be appointed to the position.
- 7
- 8 2. If there are no names on the internal layoff list, the agency will
9 certify up to twenty (20) candidates for further consideration. Up
10 to seventy-five percent (75%) of those candidates will be statewide
11 layoff, agency promotional, internal transfers, and agency
12 voluntary demotions. All candidates certified must have the
13 position-specific skills and abilities to perform the duties of the
14 position to be filled. If there is a tie for the last position on the
15 certification for either promotion or other candidates, the agency
16 may consider up to ten (10) additional tied candidates. The agency
17 may supplement the certification with additional tied candidates
18 and replace other candidates who waive consideration with like
19 candidates from the original pool.
- 20
- 21 3. Nurses in the General Government Transition Pool Program who
22 have the skills and abilities to perform the duties of the vacant
23 position may be considered along with all other candidates who
24 have the skills and abilities to perform the duties of the position.
- 25
- 26 4. If the certified candidate pool does not contain at least three (3)
27 affirmative action candidates, the agency may add up to three (3)
28 affirmative action candidates to the names certified for the
29 position.
- 30

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- 1 5. When recruiting for multiple positions, the agency may add an
2 additional five (5) agency candidates and five (5) other candidates
3 to the certified list for each additional position.

4 **29.2 Internal Movement Within a Facility or Program – Permanent Employees**

5 A. When the Employer is notified a position will be vacated, nurses at the
6 facility or within a program in which vacancy is occurring, will be notified
7 in order to be considered for placement in to the position. The position
8 will not be filled on a permanent basis for a minimum of five (5) calendar
9 days from the date the Employer provided^s general notification to nurses
10 of the vacancy.

11
12 B. Prior to certifying candidates in accordance with Article 29.1, an
13 appointing authority may grant an administrative transfer within a facility
14 or program as long as the permanent nurse has the skills and abilities
15 required to perform the duties of the position and are within the same job
16 classification. Appointing Authorities will review a nurse's documented
17 performance, documented attendance and balancing the needs of the work
18 units when considering a nurse for transfer. When the appointing authority
19 determines that all factors are equal, the nurse with the most seniority will
20 be appointed to the position. Nurses desiring a transfer will initiate a
21 request in writing, and appointing authorities will consider these
22 individuals for an opening. Candidates interviewed will be notified of the
23 hiring decision.

24
25 **29.3 Permanent Status**

26 A nurse will attain permanent status in a job classification upon his or her
27 successful completion of a probationary, trial service or transition review period.
28

29 **29.4 Types of Appointment**

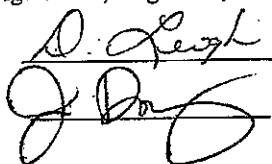
30 A. Non-Permanent

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- 1 1. The Employer may make non-permanent appointments. A non-
2 permanent appointee must have the qualifications and possess any
3 of the specialized skills and abilities for the position.
4
5 2. A nurse with permanent status may accept a non-permanent
6 appointment At least fourteen (14) calendar days prior to starting
7 in the appointment, the nurse must notify his or her current
8 appointing authority of the intent to accept a non-permanent
9 appointment. Upon notification of the nurse's intent to accept a
10 non-permanent appointment outside his or her facility or regional
11 office, the nurse's permanent agency will notify the nurse, in
12 writing, of any return rights to the agency and the duration of those
13 return rights. At a minimum, the agency must provide the nurse
14 access to the agency's internal layoff list. A nurse with permanent
15 status, who accepts a non-permanent appointment within their
16 facility or regional office, will retain return rights to their
17 permanent position.
18
19 3. The Employer may convert a non-permanent appointment into a
20 permanent appointment and the nurse will serve a probationary or
21 trial service period. The Employer must appoint an internal layoff
22 candidate, if one exists, before converting a nurse from a non-
23 permanent appointment to a permanent appointment.
24
25 4. The Employer may end a non-permanent appointment at any time
26 by giving one (1) working day's notice to the nurse. Non-
27 permanent appointments normally will not exceed twenty-four (24)
28 consecutive months in duration.
29

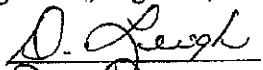
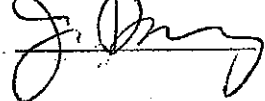
30 B. On-Call Employment

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1 The Employer may fill a position with an on-call appointment where the
2 work is intermittent in nature, is sporadic and it does not fit a particular
3 pattern. The Employer may end on-call employment at any time by giving
4 one (1) day's notice to the nurse.

5
6 C. Project Employment

7 1. The Employer may appoint nurses into project positions for which
8 employment is contingent upon state, federal, local, grant, or other
9 special funding of specific and of time-limited duration. The
10 Employer will notify the nurses, in writing, of the expected ending
11 date of the project employment.

12
13 2. Nurses who have entered into project employment without
14 previously attaining permanent status will serve a probationary
15 period. Nurses will gain permanent project status upon successful
16 completion of their probationary period.

17
18 Nurses with permanent project status will serve a trial service
19 period when they:

- 20
21 a. Promote to another job classification within the project; or
22
23 b. Transfer or voluntarily demote within the project to another
24 job classification in which they have not attained
25 permanent status.

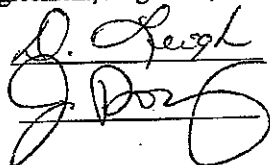
26
27 3. The Employer may consider project nurses with permanent project
28 status for transfer, voluntary demotion, or promotion to non-project
29 positions. Nurses will serve a trial service period upon transfer,
30 voluntary demotion, or promotion to a non-project position in a job

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1 classification that the nurses have not previously attained
2 permanent status in.

3
4 4. When the Employer converts a project appointment into a
5 permanent appointment, the position will be filled in accordance
6 with Section 29.1 above. The nurse hired will serve a probationary
7 or trial service period in accordance with Section 29.4, below.

8
9 5. The layoff and recall rights of project nurses will be in accordance
10 with the provisions in Article 27, Layoff and Recall.

11
12 D. Appointment designations and employer-initiated separations from
13 appointments described in this Section are not subject to the grievance
14 procedure in Article 32.

15
16 **29.5 Review Periods**

17 A. Probationary Period

18 1. Every part-time and full-time nurse, following his or her initial
19 appointment to a permanent position, will serve a probationary
20 period of six (6) consecutive months, unless separated prior to.
21 Agencies may extend the probationary period for an individual
22 nurse as long as the extension does not cause the total period to
23 exceed twelve (12) months.

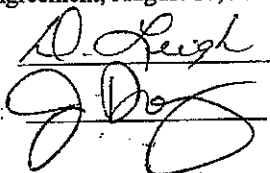
24
25 2. The Employer may separate a probationary nurse at any time
26 during the probationary period, and such separation will not be
27 subject to the grievance procedure in Article 32.

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- 1 3. The Employer will extend a nurse's probationary period, on a day-
2 for-a-day basis, for any day(s) that the nurse is on leave without
3 pay or shared leave, except for leave taken for military service.
4
5 4. A nurse who transfers or is promoted prior to completing his or her
6 initial probationary period will serve a new probationary period.
7 The length of the new probationary period will be six (6)
8 consecutive months, unless adjusted by the appointing authority
9 for time already served in probationary status. In no case,
10 however, will the total probationary period be less than six (6)
11 consecutive months.
12
13 5. If the Employer converts the status of a non-permanent
14 appointment to a permanent appointment, the nurse hired will
15 serve a probationary period. However, the Employer may credit
16 time worked in the non-permanent appointment toward completion
17 of the six (6) month probationary period.
18

19 B. Trial Service Period

- 20 1. All nurses with permanent status who are promoted, who
21 voluntarily demote into a job classification for which they have not
22 previously attained permanent status, or accept a transfer into a job
23 classification for which they have not previously attained
24 permanent status, will serve a trial service period of six (6)
25 consecutive months. Agencies may extend the trial service period
26 for an individual nurse as long as the extension does not cause the
27 total period to exceed twelve (12) months.
28
29 2. Any nurse serving a trial service period will have his or her trial
30 service period extended, on a day-for-a-day basis, for any day(s)

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1 that the nurse is on leave without pay or shared leave, except for
2 leave taken for military service.

3
4 3. A nurse serving a trial service period may voluntarily revert at any
5 time to a funded permanent position in the same agency, that is:

6
7 a. Vacant or filled by a non-permanent nurse and is within the
8 nurse's previously held job classification.

9
10 b. Vacant or filled by a non-permanent nurse at or below the
11 nurse's previous salary range.

12
13 The reversion option, if any, will be determined by the Employer
14 using the order listed above. In both (a) and (b) above, the
15 Employer will determine the position the nurse may revert to and
16 the nurse must have the qualifications and possess the specialized
17 skills and abilities for the position.

18
19 4. With prior written notice by the Employer, a nurse who does not
20 successfully complete his or her trial service period may be offered
21 an opportunity to revert to a position in the same agency, that is:

22
23 a. Vacant or filled by a non-permanent nurse and is within the
24 trial service nurse's previously held job classification; or

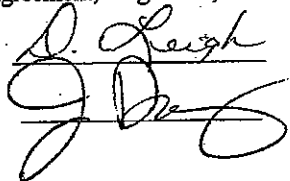
25
26 b. Vacant or filled by a non-permanent nurse at or below the
27 nurse's previous salary range.

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1 In either case, the nurse being reverted must have the qualification
2 and possess the specialized skills and abilities for the vacant
3 position.
4

5 5. A nurse who has been unsuccessful and has no reversion options
6 may request that his or her name be placed on the agency's internal
7 layoff list and into the General Government Transition Pool
8 Program for positions in job classifications where he or she had
9 previously attained permanent status.
10

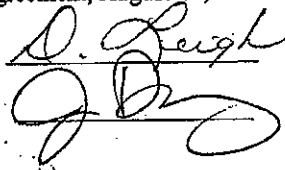
11 6. The reversion of nurses who are unsuccessful during their trial
12 service period is not subject to the grievance procedure in Article
13 32.
14

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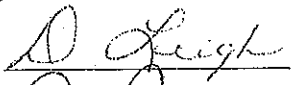

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ARTICLE 30
MANAGEMENT RIGHTS

30.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise nurses;
- D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual, work product or work method associated with the programs or operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

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- 1 H. Establish or modify the workweek, daily work shift, hours of work and
2 days off;
3
4 I. Establish work performance standards, which include, but are not limited
5 to, the priority, quality and quantity of work;
6
7 J. Establish, allocate, reallocate or abolish positions, and determine the skills
8 and abilities necessary to perform the duties of such positions;
9
10 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer,
11 and temporarily or permanently layoff nurses;
12
13 L. Determine, prioritize and assign work to be performed;
14
15 M. Determine the need for and the method of scheduling, assigning,
16 authorizing and approving overtime;
17
18 N. Determine training needs, methods of training and nurses to be trained;
19
20 O. Determine the reasons for and methods by which nurses will be laid-off;
21 and
22
23 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary
24 actions.
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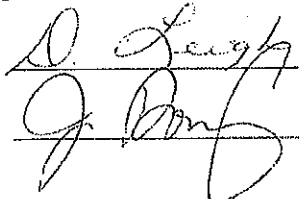
26 30.2 The Employer has the right to exercise all of the above rights and the lawful
27 rights, prerogatives and functions of management. The Employer's exercise or
28 non-exercise of any right, prerogative or function shall not be subject to the
29 grievance procedure of this Agreement. In addition, the Employer's non-exercise

Tentative Agreement, August 2, 2006

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Employer

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1 of any right, prerogative or function shall not be deemed a waiver of such right or
2 establishment of a practice.

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Tentative Agreement, August 2, 2006

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Employer *D. Leugh*
Union *J. Bonf*

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ARTICLE 31

DRUG AND ALCOHOL FREE WORKPLACE

31.1 In accordance with the Governor's Executive Order, #EO 92-01, which establishes a statewide policy on a drug free workplace, all nurses must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

31.2 Nurses may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where nurses are assigned to conduct official state business.

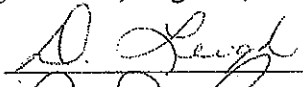
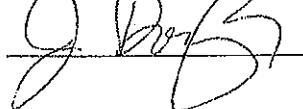
31.3 The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or while on official business is prohibited.

31.4 The Departments of Social and Health Services and Health have the right to develop and implement a policy on a drug and alcohol-free workplace. Such policy will not include random or periodic testing of nurses, except as a condition of a return-to-work agreement. Neither the development nor the implementation of this policy will be subject to Article 23, Mandatory Subjects, of this Agreement.

Tentative Agreement, August 2, 2006

Employer

Union

ARTICLE 32
GRIEVANCE PROCEDURE

32.1 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by a nurse or a group of nurses that there has been a violation or misapplication of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of a nurse or on behalf of a group of nurses. If the Union does so, it will set forth the name of the nurse or the names of the group of nurses. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and nurses are encouraged to engage in free and open discussions about disputes.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines


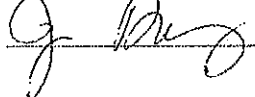
Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to

Tentative Agreement, August 11, 2006

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Employer

Union

1 comply with the timelines will entitle the Union to move the grievance to
2 the next step of the procedure.

3
4 E. Contents

5 The written grievance must include the following information or it will not
6 be processed:

- 7
8 1. The date upon which the alleged violation occurred;
9
10 2. The specific article and section of the Agreement violated and a
11 description of the facts upon which the grievance is based;
12
13 3. The specific remedy requested;
14
15 4. The steps taken to informally resolve the grievance, the individuals
16 involved in the attempted resolution, and the results of such
17 discussion; and
18
19 5. The name(s) and signature(s) of the grievant(s) and the union
20 delegate and/or union representative presenting the grievance.
21

22 F. Modifications

23 No newly alleged violations and/or remedies may be added after the initial
24 written grievance is filed, except by written mutual agreement.
25

26 G. Resolution

27 If the Employer provides the requested remedy or a mutually agreed-upon
28 alternative, the grievance will be considered resolved and may not be
29 moved to the next step.
30
31

1
2 H. Bypass

3 Any of the steps in this procedure may be bypassed with mutual written
4 consent of the parties involved at the time the bypass is sought. Written
5 request for bypassing a step must be submitted within the timeframes
6 outlined in this article. Once the request has been made the timeframes
7 will be suspended until there is a decision.
8

9 I. Withdrawal

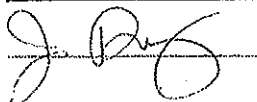
10 A grievance may be withdrawn at any time.
11

12 J. Resubmission

13 If terminated, resolved or withdrawn, a grievance cannot be resubmitted
14 on the same issue based on the same facts.
15

16 K. Meeting Attendance and Compensation

17 1. The Employer has discretion in scheduling Step 1 and 2 grievance
18 meetings. Union delegates will be provided a reasonable amount
19 of time during their normal working hours to investigate and
20 process grievances through the agency head level within the
21 delegate's office or facility. Grievants and union delegates will not
22 lose pay for attending informal resolution meetings, grievance
23 meetings, alternative dispute resolution sessions, mediation
24 sessions, and arbitration hearings held during work time.
25 Grievants and union delegates will not be paid for informal
26 resolution meetings, grievance meetings, alternative dispute
27 resolution sessions, and arbitration hearings held during their off-
28 duty time.
29



1 2. Failure by the union delegate and/or union representative to attend
2 and participate in any scheduled grievance meeting shall constitute
3 waiver of the grievance.
4

5 L. Group Grievances

6 The Union will notify Management if more than two (2) grievants will be
7 attending a single grievance meeting.
8

9 M. Consolidation

10 The Employer may consolidate grievances arising out of the same set of
11 facts.
12

13 N. Alternative Resolution Methods

14 Any time during the grievance process, by mutual consent, the parties may
15 use alternative methods to resolve the dispute. If the parties agree to use
16 alternative methods, the time frames in this Article are suspended. If the
17 selected alternative method does not result in a resolution, the Union may
18 return to the grievance process and the time frames resume. The parties
19 will share any expenses and fees of alternative methods equally.
20

21 O. Confidentiality of Proceedings

22 The proceedings of any mediation session will not be reported or recorded
23 in any manner, except for agreements that may be reached by the parties
24 during the course of the mediation. Statements made by or to the
25 mediator, or by or to any party or other participant in the mediation may
26 not later be introduced as evidence, may not be made known to an
27 arbitrator or hearings examiner at a hearing, and may not be construed for
28 any purpose as an admission against interest unless they are independently
29 admissible.
30

1 **32.2 Filing and Processing**

2 A. Filing

3 A grievance must be filed within twenty-one (21) days of the occurrence
4 giving rise to the grievance, or the date the grievant knew or could
5 reasonably have known of the occurrence. This twenty-one (21) day
6 period will be used to attempt to informally resolve the dispute. Attempts
7 at informal resolution shall, at a minimum, include discussions with a
8 manager who has the authority to resolve the issue. The nurse, union
9 delegate and/or representative shall indicate that the discussion relates to
10 an issue of a potential grievance.

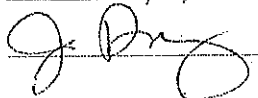
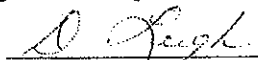
11
12 B. Processing

13 1. **Step 1 – Appointing Authority or Designee**

14 If an issue is not resolved informally, the Union may present a
15 written grievance to the nurse's appointing authority, with a copy
16 to the local Human Resources Office, within the fifteen (15) day
17 period described above. The appointing authority or designee will
18 meet in person or by telephone with a union delegate and/or union
19 representative and the grievant within fifteen (15) days of receipt
20 of the grievance, and will present a decision in writing to the
21 Union within fifteen (15) days after the meeting. The Union shall
22 present all known facts and issues at the Step 1 meeting.

23
24 2. **Step 2 – Secretary or Designee**

25 If the grievance is not resolved at Step 1, the Union may move it to
26 the next step by filing it with the Office of the Secretary, with a
27 copy to the agency's Labor Relations Manager, within fifteen (15)
28 days of the Union's receipt of the Step 1 decision. The Secretary
29 or designee will meet in person or by telephone with a union
30 delegate and/or representative and the grievant within fifteen (15)



1 days of receipt of the appeal, and will present a decision in writing
2 to the Union within fifteen (15) days after the meeting.

3
4 **3. Step 3 – Mediation**

5 If the grievance is not resolved at Step 2, the Union may file a
6 request for mediation with the Public Employment Relations
7 Commission (PERC) in accordance with WAC 391-55-020, with a
8 copy to the OFM Labor Relations Office (OFM/LRO) and the
9 agency's Human Resources Office within fifteen (15) days of
10 receipt of the Step 2 decision. A copy of the original grievance
11 and all responses will be attached to the mediation request filed
12 with PERC, OFM/LRO, and the agency.

13
14 **4. Step 4 – Arbitration**

15 If the grievance remains unresolved beyond Step 3 above, the
16 Union may file a request for arbitration. The demand to arbitrate
17 the dispute must be filed with the Federal Mediation &
18 Conciliation Services (FMCS) within fifteen days of the mediation
19 session, If the Employer prefers to use the American Arbitration
20 Association (AAA), as an alternative to FMCS, the Employer will
21 pay the difference between the FMCS and AAA filing fees.

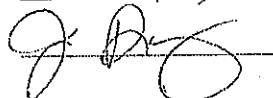
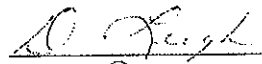
22
23 **32.3 Arbitration**

24 **A. Selecting an Arbitrator**

25 The parties will select an arbitrator by mutual agreement or by alternately
26 striking names supplied by the arbitration organization.

27
28 **B. Authority of the Arbitrator**

29 1. The arbitrator will:
30



- 1 a. Have no authority to rule contrary to, add to, subtract from,
2 or modify any of the provisions of this Agreement;
3
4 b. Be limited in his or her decision to the issue(s) set forth in
5 the original written grievance, unless the parties agree to
6 modify it;
7
8 c. Not make any award that provides a nurse with any benefit
9 or compensation that is greater than would have resulted
10 had there been no violation of this Agreement;
11
12 d. Not have the authority to order the Employer to modify his
13 or her staffing levels, program requirements or to direct
14 staff to work overtime.
15

16 2. The arbitrator will hear arguments on and decide issues of arbitrability
17 before the first day of arbitration at a time convenient for the parties,
18 immediately prior to hearing the case on its merits, or as part of the
19 entire hearing and decision-making process. If the issue of
20 arbitrability is argued prior to the first day of arbitration, it may be
21 argued in writing or by telephone, at the discretion of the arbitrator.
22 Although the decision may be made orally, it will be put in writing and
23 provided to the parties.
24

25 3. The decision of the arbitrator will be final and binding upon the Union,
26 the Employer and the grievant.
27

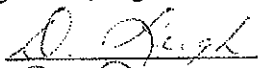
28 C. Arbitration Costs

- 29 1. The expenses and fees of the arbitrator, and the cost (if any) of the
30 hearing room, will be shared equally by the parties.

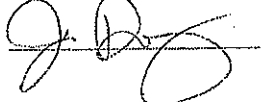
Tentative Agreement, August 11, 2006

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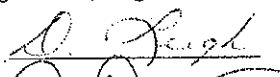
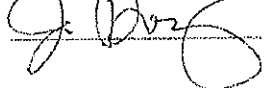


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2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, representatives, witnesses and all other costs related to the development and presentation of their case. Grievants and their witnesses will not be paid by the Employer for any time used to prepare for, or travel to or from arbitration hearings that occur during the nurse's scheduled workday. The nurse(s) may be approved to use compensatory time, exchange time, vacation leave or leave without pay for such activities.

Employer

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1 **ARTICLE 33**

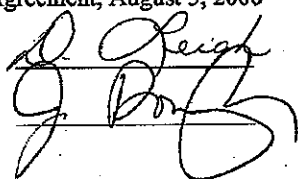
2 **SENIORITY**

3
4 **33.1 Definition**

5 A. Seniority for full-time nurses shall be defined as the nurse's length of
6 unbroken state service. Seniority for part-time or on-call nurses shall be
7 based on actual hours worked. Leave without pay of fifteen (15)
8 consecutive calendar days or less will not affect a nurse's seniority. When
9 a nurse is on leave without pay for more than fifteen (15) consecutive
10 calendar days, the nurse's seniority will not be affected when the leave
11 without pay is taken for:

- 12
- 13 1. Military leave or United State Public Health Service,
 - 14
 - 15 2. Compensable work-related injury or illness leave,
 - 16
 - 17 3. Government service leave and leave to enter the Peace Corps, not
18 to exceed two (2) years and three (3) months,
 - 19
 - 20 4. Educational leave, contingent upon successful completion of the
21 coursework, and/or
 - 22
 - 23 5. Reducing the effects of a layoff.
 - 24

25 When a nurse is on leave without pay for more than fifteen (15)
26 consecutive calendar days and the absence is not due to one of the reasons
27 listed above, the nurse's seniority date will be moved forward in an
28 amount equal to the duration of the leave without pay. Time spent on a
29 temporary layoff or when a nurse's work hours are reduced in accordance
30 with Article 27.5, Layoff and Recall, shall not be deducted from the



1 calculation of seniority. Nurses who are separated from state service due
2 to layoff, and are reemployed within two (2) years of their separation date
3 shall not be considered to have a break in service.
4

5 B. For the purposes of layoffs, a maximum of five (5) years' credit will be
6 added to the seniority of permanent nurses who are veterans or to their
7 unmarried widows or widowers, as provided for in RCW 41.06.133 (13).
8

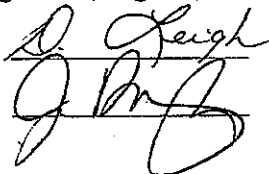
9 **33.2 Ties**

10 If two (2) or more nurses have the same unbroken state service date, ties shall be
11 broken in the following order:
12

- 13 1. Longest continuous time within their current job classification;
- 14
- 15 2. Longest continuous time with the agency; and
- 16
- 17 3. By lot.
18

19 **33.3 Seniority List**

20 The Employer shall prepare and post a seniority list. The list shall be updated
21 annually and shall contain each nurse's name, job classification and seniority
22 date. Nurses shall have fourteen (14) calendar days in which to appeal their
23 seniority date to their Human Resource Office, after which time the date shall be
24 presumed correct. A copy of the seniority list shall be provided to the Union at
25 the time of posting.
26
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ARTICLE 34
SAFETY AND HEALTH

34.1 The Employer and the Union have a significant responsibility for workplace safety and will cooperate in the endeavor to maintain safe and healthful working conditions.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA). Safety committees shall be maintained and shall operate in accordance with applicable Washington law. A nurse representative, selected by the Union, shall serve on each safety committee.

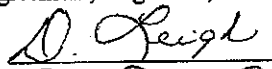
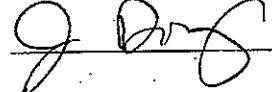
B. Nurses will comply with all safety and health practices and standards established by the Employer. Nurses who have concerns about safety issues should report them to their supervisor and local safety committee utilizing the appropriate incident reporting forms.

C. The Union will work cooperatively with the Employer on safety and health related matters and encourage nurses to work in a safe and healthful manner.

Tentative Agreement, August 17, 2006

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ARTICLE 35
STRIKES AND LOCKOUTS

Nothing in this Agreement permits or grants to any nurse the right to strike or refuse to perform his or her official duties.

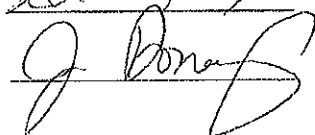
Tentative Agreement, August 2, 2006

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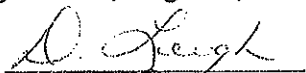
ARTICLE 36
SKILLS AND ABILITIES

Skills and abilities are defined as documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, or recruitment announcements.

Tentative Agreement, August 2, 2006

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ARTICLE 37
PRINTING AGREEMENT

The Employer and Union will share the cost of printing this Agreement. The Agreement will be available to nurses on the Employer's intranet.

Tentative Agreement, August 2, 2006

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Employer *D. Leigh*

Union *J. Bony*

ARTICLE 38
SAVINGS CLAUSE

38.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

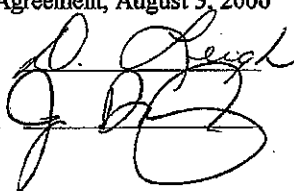
38.2 The Employer and the Union acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel that the SAP Human Resource Management System cannot support the implementation of any provision of this Agreement by July 1, 2007, the parties will reopen that subject.

Tentative Agreement, August 3, 2006

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ARTICLE 39
ENTIRE AGREEMENT

39.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties -- whether written or oral -- is null and void, unless specifically preserved in this Agreement.

39.2 With regard to WAC's 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

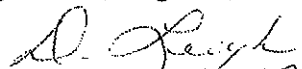
39.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

39.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and shall not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties, in writing, at any time during its term.

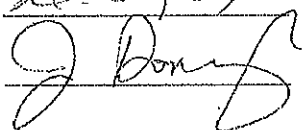
Tentative Agreement, August 2, 2006

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1 **ARTICLE 40**

2 **DURATION**

3
4 **40.1** All provisions of this Agreement will become effective July 1, 2007, and will remain in
5 full force and effect through June 30, 2009.

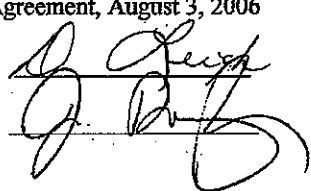
6
7 **40.2** Either party may request negotiations of a successor Agreement by notifying the other
8 party in writing no sooner than January 1, 2008, and no later than January 31, 2008. In
9 the event that such notice is given, negotiations will begin at a time agreed upon by the
10 parties.
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Tentative Agreement, August 3, 2006

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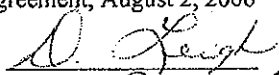

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ARTICLE 41
SHARED LEAVE

41.1 State nurses may donate vacation leave, sick leave, or personal holidays to a fellow state nurse who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the nurse to take leave without pay or terminate his or her employment. A nurse is eligible to request participation in the shared leave program when the nurse is able to use accrued vacation leave, sick leave, or a personal holiday. For purposes of the state leave-sharing program, the following definitions apply:

- A. "Nurse" means any nurse who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. Nurse's "relative" is limited to the nurse's spouse, child, stepchild, grandchild, grandparent, or parent.
- C. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- D. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

1
2 E. "Service in the uniformed services" means the performance of duty on a
3 voluntary or involuntary basis in a uniformed service under competent
4 authority and includes active duty, active duty for training, initial active
5 duty for training, inactive duty training, full-time national guard duty
6 including state-ordered active duty, and a period for which a person is
7 absent from a position of employment for the purpose of an examination
8 to determine the fitness of the person to perform any such duty.
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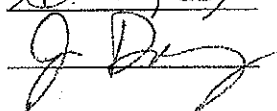
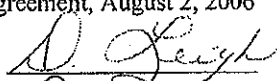
10 F. "Uniformed services" means the armed forces, the army national guard,
11 and the air national guard of any state, territory, commonwealth,
12 possession, or district when engaged in active duty for training, inactive
13 duty training, full-time national guard duty, state active duty, the
14 commissioned corps of the public health service, the coast guard, and any
15 other category of persons designated by the President of the United States
16 in time of war or national emergency.
17

18 41.2 A nurse may be eligible to receive shared leave under the following conditions:
19

20 A. The nurse's agency head determines that the nurse meets the criteria
21 described in this Section.
22

23 B. For work-related illness or injury, the nurse has diligently pursued and
24 been found to be ineligible for benefits under RCW 51.32 if the nurse
25 qualifies under Subsection 41.3 A.1.
26

27 C. The nurse has abided by agency policies regarding the use of sick leave if
28 the nurse qualifies under Subsection 41.3 A.1.
29



1 D. The nurse has abided by agency policies regarding the use of vacation
2 leave and paid military leave if the nurse qualifies under Subsection 41.3
3 A.2.
4

5 E. Donated leave is transferable between nurses in different state agencies
6 with the agreement of both agency heads.
7

8 **41.3** A nurse may donate vacation leave, sick leave, or personal holiday to another
9 nurse only under the following conditions:
10

11 A. The receiving nurse:
12

13 1. Suffers from, or has a relative or household member suffering
14 from, an illness, injury, impairment, or physical or mental
15 condition which is of an extraordinary or severe nature; or
16

17 2. The receiving nurse has been called to service in the uniformed
18 services.
19

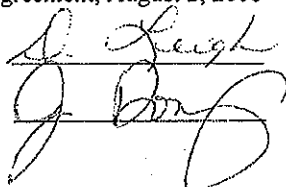
20 B. The illness, injury, impairment, condition, or call to service has caused, or
21 is likely to cause, the receiving nurse to:
22

23 1. Go on leave without pay status; or
24

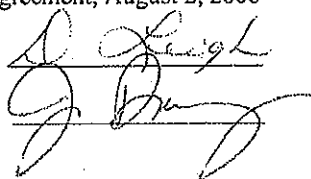
25 2. Terminate state employment.
26

27 C. The receiving nurse's absence and the use of shared leave are justified.
28

29 D. The receiving nurse has depleted or will shortly deplete his or her:
30

The block contains two handwritten signatures. The top signature, for the Employer, is written in dark ink and appears to be "D. Leigh". The bottom signature, for the Union, is also in dark ink and is more stylized, possibly reading "J. [unclear]". Both signatures are written over horizontal lines that serve as guides for the signature placement.

- 1 1. Vacation leave and sick leave reserves if the nurse qualifies under
2 Subsection 41.3 A.1; or
3
4 2. Vacation leave and paid military leave allowed under RCW
5 38.40.060 if the nurse qualifies under Subsection 41.3 A.2.
6
7 E. The agency head permits the leave to be shared with an eligible nurse.
8
9 F. The donating nurse may donate any amount of vacation leave, provided
10 the donation does not cause the nurse's vacation leave balance to fall
11 below eighty (80) hours. For part-time nurses, requirements for vacation
12 leave balances will be prorated.
13
14 G. Nurses may not donate excess vacation leave that the donor would not be
15 able to take due to an approaching anniversary date.
16
17 H. The donating nurse may donate any specified amount of sick leave,
18 provided the donation does not cause the nurse's sick leave balance to fall
19 below one hundred seventy-six (176) hours after the transfer. For purposes
20 of sick leave donation, a day equals the donor's monthly sick leave
21 accrual.
22
23 I. The donating nurse may donate all or part of a personal holiday. Any
24 portion of a personal holiday that is not used will be returned to the
25 donating nurse.
26
27 41.4 The agency head will determine the amount of donated leave an nurse may
28 receive and may only authorize an nurse to use up to a maximum of two hundred
29 sixty-one (261) days of shared leave during total state employment, except that a
30 non-permanent or on-call nurse who is eligible to use accrued leave or personal

The block contains two handwritten signatures. The top signature is for the Employer and the bottom signature is for the Union. Both are written in dark ink over horizontal lines.

1 holiday may not use shared leave beyond the termination date specified in the
2 non-permanent or on-call nurse's appointment letter.

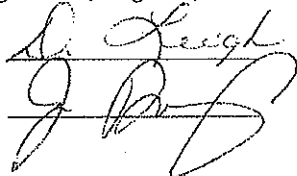
3
4 **41.5** The agency head will require the nurse to submit, prior to approval or
5 disapproval, a medical certificate from a licensed physician or health care
6 practitioner verifying the severe or extraordinary nature and expected duration of
7 the condition when the nurse is qualified under Subsection 41.3 A.1. The agency
8 head will require the nurse to submit, prior to approval or disapproval, a copy of
9 the military orders verifying the nurse's required absence when the nurse is
10 qualified for shared leave under Subsection 41.3 A.2.

11
12 **41.6** Any donated leave may only be used by the recipient for the purposes specified in
13 this Section.

14
15 **41.7** The receiving nurse will be paid his or her regular rate of pay; therefore, one (1)
16 hour of shared leave may cover more or less than one (1) hour of the recipient's
17 salary. The calculation of the recipient's leave value will be in accordance with
18 Office of Financial Management policies, regulations, and procedures. The dollar
19 value of the leave is converted from the donor to the recipient. The leave received
20 will be coded as shared leave and be maintained separately from all other leave
21 balances.

22
23 **41.8** All forms of paid leave available for use by the recipient must be used prior to
24 using shared leave when qualified under Subsection 41.3 A.1. All forms of paid
25 leave, except sick leave, available for use by the recipient must be used prior to
26 using shared leave when qualified under Subsection 41.3 A.2.

27
28 **41.9** Any shared leave not used by the recipient during each incident/occurrence as
29 determined by the agency director will be returned to the donor(s). The shared
30 leave remaining will be divided among the donors on a prorated basis based on

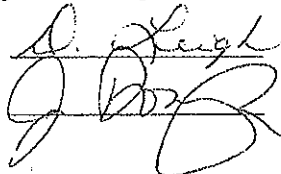
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1 the original donated value and returned at its original donor value and reinstated
2 to each donor's appropriate leave balance. The return will be prorated back based
3 on the donor's original donation.
4

5 **41.10** All donated leave must be given voluntarily. No nurse will be coerced, threatened,
6 intimidated, or financially induced into donating leave for purposes of this
7 program.
8

9 **41.11** The agency will maintain records that contain sufficient information to provide
10 for legislative review.
11

12 **41.12** An nurse who uses leave that is transferred under this Section will not be required
13 to repay the value of the leave that he or she used.
14

The image shows two handwritten signatures. The top signature is for the Employer and the bottom signature is for the Union. Both signatures are written in dark ink and are somewhat stylized.

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Employer
Union

Employer

Union

D. Leigh
J. B. S.

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APPENDIX A

**BARGAINING UNITS REPRESENTED BY THE SERVICE EMPLOYEES
INTERNATIONAL UNION DISTRICT 1199 NW
AS OF JANUARY 3, 2005**

Case 18564-C-04-1190 – Decision 8585

All non-supervisory civil service registered nurses of the Department of Health, excluding the classifications Registered Nurse 4 and Nursing Consultant Advisor, confidential employees, internal auditors, supervisors, Washington Management Service employees (on or after July 1, 2004), employees in other bargaining units and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

Case 18567-C-04-1192 – Decision 8586

All supervisory civil service registered nurses of the Department of Health, excluding confidential employees, internal auditors, Washington Management Service employees (on or after July 1, 2004), non-supervisory employees, employees in other bargaining units and employees in the "registered nurse 4" and "nursing care consultant supervisor" classifications historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors. The "nursing consultant advisor" classification is accreted into the bargaining unit at issue in this proceeding.

Case 18318-C-04-1177 – Decision 8507

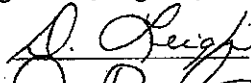

All non-supervisory civil service registered nurse employees of the Department of Social and Health Services, excluding supervisors, the classifications Registered Nurse 4 and Nursing Consultant Advisor, confidential employees, internal auditors, Washington Management Service employees (on or after July 1, 2004), employees in other bargaining units and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

All supervisory civil service registered nurse employees of the Department of Social and Health Services, excluding non-supervisory employees, the classifications of Registered Nurse 4 and Nursing Care Consultant Advisor, confidential employees, internal auditors, Washington Management Service employees (on and after July 1, 2004), employees in other bargaining units, and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

Tentative Agreement, August 3, 2006

Employer

Union

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APPENDIX B

STATEWIDE AND LOCAL UNION-MANAGEMENT
COMMUNICATION COMMITTEES

1. Department of Social and Health Services

A. Statewide Union-Management Communication Committees: One (1) committee for each of the following program areas:

1. Home Community Services and Residential Care Services
2. Division of Developmental Disabilities (DDD)
3. Juvenile Rehabilitation Administration (JRA)
4. Mental Health

B. Local Union-Management Communication Committees: One (1) at each institution and by Appointing Authority in each region for Home Community Services and for Residential Care Services.

2. Department of Health

A. Statewide Union-Management Communication Committee: One (1) committee for the entire agency.

B. Local Union-Management Communication Committees: None

Tentative Agreement, August 11, 2006

Employer

Union

